

EXHIBIT F

NOTICE OF EXERCISE OF STOCK OPTIONS

VIA FED EX AND ELECTRONIC MAIL

Transactis, Inc.
1250 Broadway, 34th Floor
New York, NY 10001

Attention: Anna King

Date of Exercise: April 13, 2018

Ladies and Gentlemen:

This constitutes notice under my stock option that I elect to purchase the number of shares for the price set forth below.

Type of option (check one): Incentive ☐ Nonstatutory ☒

Stock option dated: April 15, 2008

Number of shares as to which option is exercised: All options held by MarketShare Corp. (e.g., 416,216 pursuant to the attached Stock Option Grant Notice, or such other lower number pursuant to any reverse stock split that Mr. Jim Fornari, Chief Legal Officer of Transactis, has alluded to in previous communications)

Certificates to be issued in name of: MarketShare Corp.

Total exercise price: \$ 187,297.20 (at the exercise price of \$0.45 pursuant to the attached Stock Option Grant Notice, or such other exercise price pursuant to any reverse stock split that Mr. Fornari has alluded to in previous communications)

Cash payment delivered herewith: \$ 0

Other permitted consideration delivered herewith: \$ Same as "Total exercise price" above

Specify type: By delivery of vested options held pursuant to Stock Option Grant Notice, at the fair market value of the underlying shares at the time of exercise.

Value of shares of
Transactis, Inc.
stock delivered herewith¹: \$

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- 1 Shares must meet the public trading requirements set forth in the option. Shares must be valued in accordance with the terms of the option being exercised, must have been owned for the minimum period required in the option, and must be owned free and clear of any liens, claims, encumbrances or security interests. Certificates must be endorsed or accompanied by an executed assignment separate from certificate.

By this exercise, I agree (i) to provide such additional documents as you may require pursuant to the terms of the 2003 Equity Incentive Plan, including, without limitation, becoming a signatory to any stockholders agreement of the Company, (ii) to provide for the payment by me to you (in the manner designated by you) of your withholding obligation, if any, relating to the exercise of this option, and (iii) if this exercise relates to an incentive stock option, to notify you in writing within fifteen (15) days after the date of any disposition of any of the shares of Common Stock issued upon exercise of this option that occurs within two (2) years after the date of grant of this option or within one (1) year after such shares of Common Stock are issued upon exercise of this option.

I hereby make the following certifications and representations with respect to the number of shares of Common Stock of the Company listed above (the “*Shares*”), which are being acquired by me for my own account upon exercise of the Option as set forth above:

I acknowledge that the Shares have not been registered under the Securities Act of 1933, as amended (the “*Securities Act*”), and are deemed to constitute “restricted securities” under Rule 701 and “control securities” under Rule 144 promulgated under the Securities Act. I warrant and represent to the Company that I have no present intention of distributing or selling said Shares, except as permitted under the Securities Act and any applicable state securities laws.

I further acknowledge that I will not be able to resell the Shares for at least ninety days (90) after the stock of the Company becomes publicly traded (*i.e.*, subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934) under Rule 701 and that more restrictive conditions apply to affiliates of the Company under Rule 144.

I further acknowledge that all certificates representing any of the Shares subject to the provisions of the Option shall have endorsed thereon appropriate legends reflecting the foregoing limitations, as well as any legends reflecting restrictions pursuant to the Company’s Articles of Incorporation, Bylaws and/or applicable securities laws.

I further agree that, if required by the Company (or a representative of the underwriters) in connection with the first underwritten registration of the offering of any securities of the Company under the Securities Act, I will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any Shares or other securities of the Company held by me, for a period of time specified by the underwriter(s) (not to exceed one hundred eighty (180) days) following the effective date of the registration statement of the Company filed under the Securities Act. I further agree to execute and deliver such other agreements as may be reasonably requested by the Company and/or the underwriter(s) that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to my Shares until the end of such period.

Very truly yours,

MarketShare Corp.

By: 

Name: Sheryn F. Kovilakath

Title: CEO

MarketShare Corp.

10728 Old Prescott Rd.

Richmond, VA 23238